

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

KATHRYN HYLAND, et al.,

Plaintiffs,

v.

18 CV 9031 (DLC)

NAVIENT CORPORATION, et al.,

Defendants.

New York, N.Y.  
June 10, 2020  
10:00 a.m.

Before:

HON. DENISE L. COTE,

District Judge

APPEARANCES

SELENDY & GAY PLLC  
Attorneys for Plaintiffs  
BY: YELENA KONANOVA  
FAITH E. GAY

COVINGTON & BURLING LLP (NYC)  
Attorneys for Defendants  
BY: ASHLEY MARGARET SIMONSEN  
ANDREW ARTHUR RUFFINO

1 THE COURT: Good morning. I'm going to try to change  
2 the view here. I can see you a bit more clearly now. I have  
3 many devices functioning so that I can see you on Skype and  
4 also look at some documents here, but I would ask for your  
5 patience.

6 Before I take appearances, I want everyone to know  
7 that this is a public proceeding. We've provided notice of how  
8 the public and the press can join us today. Therefore, you  
9 should be aware that everything we say is going to be on the  
10 record.

11 I believe we have a court reporter. I note from my  
12 law clerk that we do have a reporter.

13 I want to remind everyone that the recording or  
14 broadcasting of these proceedings is against the rules of the  
15 Southern District of New York and there would be sanctions  
16 imposed should you do that.

17 I want to make sure I take appearances for the record.  
18 So I'm going to start with plaintiffs' counsel.

19 MS. GAY: Good morning, your Honor. It's Faith Gay  
20 for plaintiffs along with Yelena Konanova who will handle  
21 today's arguments.

22 MS. KONANOVA: Good morning, your Honor.

23 THE COURT: Good morning.

24 For the defendants?

25 MS. SIMONSEN: Good morning, your Honor. Ashley

1 Simonsen and Andrew Ruffino of Covington & Burling for the  
2 defendants.

3 THE COURT: Ms. Simonsen, will you be handling the  
4 proceeding today for the defendants?

5 MS. SIMONSEN: I will, your Honor.

6 THE COURT: Thank you so much.

7 This is a preliminary approval hearing for a  
8 settlement of a class action in this litigation. I wanted to  
9 ask everyone to please identify themselves by name before they  
10 speak if there is any lack of clarity as to who is speaking.

11 I will give everyone an opportunity to speak before we  
12 end this conference. So if I've overlooked anything, you'll  
13 have an opportunity to bring it to my attention.

14 I want to begin by apologizing for my delay in turning  
15 to this application for preliminary approval. As you can  
16 imagine, we have new systems in place, given the COVID-19  
17 world. So I apologize that my systems did not catch this as  
18 early as I should have or would like to think I normally do.

19 I don't believe ultimately I'm going to have any  
20 problem giving a preliminary approval to this settlement, but I  
21 have a number of questions to ask that go to the context of the  
22 settlement and some of the statements in the long-form notice.  
23 There are issues I need to resolve and satisfy, but I'm looking  
24 forward to hearing counsel's reactions to those.

25 First of all, as counsel knows, this was an action

principally brought for damages but also for injunctive relief no doubt, and it was being pursued on behalf of any clients of Navient.

But after a motion to dismiss was decided, the case was substantially narrowed to what would be a class of residents of New York and the pursuit of a single claim, a claim for a violation of New York's general business law. So the settlement has come after that ruling and in that context.

The Court had expressed skepticism that a damages claim could be pursued in this action on behalf of a class. I don't believe I ever expressed skepticism, or intended to certainly, that there could be individual claims for damages.

I have no idea one way or another what the merits are of the individual conversations between a class member and the defendant and what that proof could ultimately be that could be developed in the discovery period on behalf of individual claimant's attempts to seek damages or get any other relief.

So one of the first things that I want to ask and give the parties an opportunity to address is the scope of this settlement which reflects a settlement on behalf of a nationwide class.

And for a long period of time, running back to 2007, a general business law claim I believe generally has a three-year statute of limitations. Other claims often have a five-year statute of limitations. But I'm unaware of any claim that

1 would take us as far back as 2007 for a statute of limitations  
2 period. So why don't we start there.

3 Who wishes to address that?

4 MS. KONANOVA: Your Honor, this is Yelena Konanova for  
5 the plaintiffs. I'm happy to kick it off. I'd like to begin  
6 by noting, if I may, that I believe we have four of our class  
7 representatives joining us today -- Anthony Church, Jessica  
8 Saint-Paul, Liz Kaplan, and Katie Hyland.

9 So, your Honor, to answer your question, we reached  
10 this settlement precisely because of the Court's guidance on  
11 the difficulties of certifying a class based on proof of  
12 uniform misrepresentations.

13 Plaintiffs brought this case, as you know, because  
14 they alleged that Navient made misrepresentations to borrowers  
15 about eligibility for public service loan forgiveness. The  
16 settlement that we have reached provides relief on this exact  
17 issue.

18 It provides forward-looking relief to the class  
19 without the risk of class certification or trial, importantly,  
20 your Honor, to the point you just made, without surrendering  
21 class members' right to individual damages.

22 Navient is implementing nationwide meaningful practice  
23 enhancements to its business practices. The nationwide nature  
24 of this relief will go to the benefit of everyone whose loans  
25 are serviced by Navient and who is considering qualifying for

1 public service loan forgiveness.

2 Navient is also giving a substantial amount of cash to  
3 a nonprofit as part of the cy pres award that will educate and  
4 counsel public servants concerning eligibility for public  
5 service loan forgiveness. Also this relief will be available  
6 nationwide to any individuals that may have questions about  
7 this issue.

8 So in crafting this relief and the releases, we were  
9 particularly mindful of the Court's guidance in the  
10 difficulties of certifying a class based on proof of the  
11 uniform misrepresentations, as well as the Court's narrowing of  
12 our claims on the motion to dismiss.

13 Again, that is why the class releases only the  
14 class-wide damages mechanism but retains their valuable  
15 individual damages claims that the Court just referenced.

16 Your Honor, this settlement is quite well-informed  
17 because it came after more than a year of contentious  
18 litigation between the parties. It came with the assistance of  
19 Judge Moses' repeated conferences, both in person and  
20 telephonic, in front of her.

21 And it comes at exactly the right time allowing the  
22 class to receive this relief now, this forward-looking relief  
23 now, without waiting for this litigation to conclude favorably.

24 Because this relief is forward looking and benefits  
25 everyone in the nation, the parties agreed it would be

1 appropriate to have a class that covers everyone in the nation.  
2 That starts way back in 2007 when the PSLF legislation was  
3 first put on the books.

4 THE COURT: So no one could bring a claim going back  
5 as far as 2007 though.

6 MS. KONANOVA: That's correct, your Honor. The  
7 plaintiffs' individual damages claims, which they have retained  
8 as a result of the settlement, will be controlled by the  
9 relevant statutes of limitation in their particular  
10 jurisdiction and based on the claims that they choose to bring.  
11 That is entirely left to the control of the acting class  
12 members and their attorneys.

13 THE COURT: So, again, I understand the legislation  
14 came into effect in 2007, but let us say it came into effect in  
15 1920.

16 So, again, why do we have a period running back to  
17 2007?

18 MS. KONANOVA: Your Honor, I think primarily it is  
19 because the relief here is forward looking. Anyone who  
20 believes they became eligible or were on track to become  
21 eligible for PSLF going back to 2007, is going to be able to,  
22 if their loans are serviced by Navient, to call Navient and to  
23 receive correct information about eligibility for PSLF going  
24 forward.

25 And they will also be able to contact the *cy pres*

1 recipient for counseling and education. So everyone who  
2 potentially qualified for public service loan forgiveness will  
3 receive the benefit of this nonmonetary relief.

4 It will not have an effect on the individual absent  
5 class members' ability to bring their individual damages claims  
6 because those claims are retained by the class members and not  
7 released here.

8 THE COURT: So one of the statements that we'll look  
9 at in a moment in a long-form notice is that there will be  
10 benefits to class members. And it's stated as if it's a  
11 benefit that will be received by each person who receives  
12 notice of the class and is believed to be a class member.

13 But I'm not sure that's an accurate statement.  
14 Certainly I think it's a fair statement that there are benefits  
15 to be expected that will accrue to at least some of the class  
16 members.

17 But unlike in a damages settlement in which everyone  
18 who, for instance, purchased stock during the period of time  
19 and is eligible to receive a monetary award, it's not clear  
20 that every member of the class here is going to benefit from  
21 the injunctive relief that the class has achieved.

22 Do you want to address that, Ms. Konanova.

23 MS. KONANOVA: I'm happy to, your Honor.

24 The class definition covers everyone who has loans  
25 that are serviced, had or have loans serviced by Navient,



starting in 2007 through the effective date and who were employed in public service and then spoke to a Navient service representative about subjects relating to PSLF.

Those are the folks we believe that will have questions about eligibility for PSLF or how their personal financial circumstances may be affected by the PSLF legislation.

So those are the folks that are going to call in to Navient and receive the benefit of the nonmonetary relief here, of the meaningful practice enhancements that Navient has agreed to put into place to ensure that when those folks call Navient, their potential eligibility for public service loan forgiveness is identified and they are proactively offered information about how to qualify for PSLF.

These are the same folks that are also going to be able to call the new organization formed as a result of the *cy pres* award and receive even more additional education and counseling on PSLF.

So we believe that relief is tied directly to the class and the allegations that plaintiff made in the complaint, which is that when borrowers called Navient, as we alleged, they did not receive correct information about PSLF.

THE COURT: We'll look at this again when we look at the particular language in the notice that I want to focus on, but thank you.

1 By the way, I should say welcome to the class  
2 representatives. I'm glad they were able to join this  
3 proceeding today.

4 One sort of housekeeping matter. I want to reduce the  
5 burden on class members who seek to object or wish to object to  
6 this settlement and its terms. So I'd ask you to choose one  
7 address to which they'll send their objections and make  
8 arrangements that that objection then can be properly shared  
9 with everyone who should get it.

10 MS. KONANOVA: Your Honor, perhaps that can be the  
11 settlement administrator who could then be responsible for  
12 forwarding the objections to the rest of the parties.

13 THE COURT: Great. So I want to note one issue here.  
14 This is a (b)(2) settlement. As we know, that portion of  
15 Rule 23 customarily applies to claims that seek injunctive or  
16 declaratory judgment relief.

17 Here, part of the relief that will be given to class  
18 members, should this settlement have final approval, is that no  
19 class member may bring not just an action for similar  
20 injunctive relief but a class action for damages, which is not  
21 typically or not really a (b)(2) remedy.

22 A class action for damages would be a (b)(3) remedy  
23 and have its own provisions allowing opt-out from a settlement.  
24 These are complex issues because of course this is a  
25 settlement. This is not a certification of a class for

litigation.

In the context of this case, including the litigation we've had to date and my understanding of the issues, I wanted to put on the record that I've thought about whether or not a settlement of a (b)(2) class where there will be no opt-out provision is appropriate when part of the relief gives up a kind of claim for damages.

Having noted that, I resolved that issue to my satisfaction because I think that in the context, the class members aren't giving up really a viable claim for relief, that is, a class action claim for damages.

But before I finally decide that, Ms. Konanova, please enlighten me.

What other litigation is going on around the country against Navient that might include claims for class action damages?

MS. KONANOVA: Of course, your Honor. On your original point, my response is going to be exactly what you said, that the opt-out provisions of (b)(3) are really met here because the class members retained their individual right to pursue damages.

So that right that ordinarily would be protected by an opt-out is already baked into the settlement. And the cases that we cited in our motion at pages 8 and 9 -- the *Berry* case, the *Fresca* case and the *NCAA* case in particular -- are all

examples of (b)(2) settlements with similar retention of individual damages but releases of an aggregate mechanism for damages.

And then to answer your question, your Honor, as to the other potentially related litigations against Navient, we were aware of one particular action that was alleging similar claims based on PSLF, and that's the *Daniel* action down in the Middle District of Florida.

That action has been voluntarily dismissed with prejudice after certification of a class was denied and then after the individual summary judgments in favor of plaintiffs were denied. So that is the only one that is arguably exactly on point here because it arises out of the same factual predicate that plaintiffs have alleged here.

There are two additional actions -- one in the Middle District of Pennsylvania, the *Demyanenko-Todd* one; and one in the Eastern District of New York, the *Travis* one -- that allege that Navient is impermissibly steering borrowers into forbearance. The *Demyanenko-Todd* action is stayed pending a related appeal to the Third Circuit on a preemption issue, and the *Travis* action is in discovery I believe.

Again, those cases will pursue a different focus of Navient. It's not specific to public servants, but it concerns allegations of steering powers into forbearance.

THE COURT: Let me ask you, Ms. Simonsen: Is it

1 Navient's view that this settlement, should it be approved, is  
2 going to cover members of I'll call them the two forbearance  
3 actions?

4 Ms. Simonsen?

5 MS. SIMONSEN: Your Honor, those two actions, as  
6 Ms. Konanova observed, are focused on issues that are different  
7 from those at issue here. Now, it's possible that there could  
8 be members of those classes, those putative classes, that did  
9 call in to Navient with questions about their eligibility for  
10 public service loan forgiveness.

11 And if that is the case, then they would be covered by  
12 this settlement. Identifying those borrowers at this point in  
13 time -- that itself would require somewhat of an individualized  
14 inquiry. So only to that extent would I say are they covered  
15 by this settlement.

16 THE COURT: Thank you.

17 Yes. I could imagine a single borrower having  
18 membership in two different classes that are addressing  
19 different issues. And having this answer, I'm willing now to  
20 move to the language in the long-form notice. Thank you,  
21 counsel, for answering my questions so far.

22 I think this is going to affect you, mainly,  
23 Ms. Konanova. If we could open up the long-form notice.

24 MS. KONANOVA: Yes, your Honor.

25 THE COURT: I'm at page 2, the box that reads: "Your

1 legal rights and options in the proposed settlement."

2 MS. KONANOVA: Yes.

3 THE COURT: And the third small box addresses what  
4 happens if the class member does nothing.

5 MS. KONANOVA: Yes.

6 THE COURT: It begins with: "You do not have to do  
7 anything to benefit from the proposed settlement." I think we  
8 should strike that sentence. It's unclear whether any  
9 individual class member will personally benefit.

10 It's very likely that members of the class will  
11 benefit, but whether an individual class member who receives  
12 this notice has any particular concern or interest in pursuing  
13 any of the issues covered by this lawsuit is completely  
14 unknown. And I don't think that sentence is necessary to give  
15 the class member the information they need.

16 Now, the next sentence that begins: "If the  
17 settlement is finally approved," I would like to insert a  
18 phrase. Let me read the entire sentence: "If the settlement  
19 is finally approved, you will not be able to sue the defendants  
20 for nonmonetary, i.e., injunctive relief or for monetary  
21 relief, on a class or aggregate basis."

22 So inserting the phrase "for monetary relief."

23 MS. KONANOVA: Understood.

24 THE COURT: If we go to page 4, the Section 1 that has  
25 the heading "Why am I receiving this Notice."

1 MS. KONANOVA: Yes.

2 THE COURT: The second paragraph begins with the  
3 phrase: "The purpose of this notice." About two thirds down  
4 in that paragraph is a sentence that begins: "If the proposed  
5 settlement is finally approved."

6 MS. KONANOVA: Yes.

7 THE COURT: I would like it to continue: "And if you  
8 are a class member, it is expected that at least some members  
9 of the class will benefit." I think we can strike the phrase  
10 "and if you are a class member." So it would just read: "If  
11 the proposed settlement is finally approved, it is expected  
12 that at least some members of the class will benefit from the  
13 relief provided by the proposed settlement."

14 MS. KONANOVA: Understood.

15 THE COURT: Let's go to paragraph 2 on that page. It  
16 ends with the sentence: "Navient denies that it did anything  
17 wrong."

18 MS. KONANOVA: Yes.

19 THE COURT: I'd like the following information  
20 inserted, but I'm happy to have you wordsmith it, but I think  
21 it goes in this section: "The plaintiffs filed this lawsuit on  
22 October 3, 2018. On July 8, 2019, the Court dismissed all of  
23 the plaintiffs' claims except one. The surviving claim is  
24 available to residents of New York state and is an alleged  
25 violation of a New York law that prohibits deceptive business

practices in the state of New York."

Again, I'm happy for counsel to work on the precise formulation. I think it's important and helpful to the class, and I'm trying to create a notice that anyone with a high school education could read and understand and determine whether or not they have an objection that they'd like the Court to hear.

And I think one of the relevant factors is understanding the likelihood of receiving damages for the class, the likelihood of success on the broad claims that were first brought.

MS. KONANOVA: Understood.

THE COURT: Paragraph 3, "Why is this a Class Action." Again, I'm not wedded to any particular language, but I'd like the last sentence to include the following thought: "When the parties reached this proposed settlement, the Court had expressed skepticism about whether the claims for damages in this case could be litigated as a class action but had not yet decided that issue."

Going to page 5, there is material right above Section 4. There's a discussion in the first three lines on page 5 of this being a 23(b)(2) settlement. In the third sentence on that page, I propose the following, that we insert: "Rule 23(b)(2) generally applies to class actions seeking injunctive relief (and not damages) to benefit class members."



1 I think it's helpful to inform class members what  
2 23(b)(2) concerns. I'd be surprised if many people understood  
3 what that reference was.

4 MS. KONANOVA: Understood.

5 THE COURT: There are a few minor editing changes that  
6 I'll let my law clerk convey to counsel.

7 Now turning to page 6, there are a series of bullet  
8 points that describe the substance of the settlement. I'm  
9 going to suggest that we revise bullet point 2 as follows:

10 "Update forms that are sent to borrowers where they consent to  
11 loan forbearance such that the forms include a reminder that  
12 there may be loan forgiveness options available and to direct  
13 borrowers to the federal student aid website and FedLoan  
14 servicing to learn more about PSLF."

15 And the third bullet point: "Design new electronic  
16 forms that can be sent via email to borrowers who express  
17 interest in PSLF."

18 MS. KONANOVA: Okay.

19 THE COURT: I think then you can strike the remaining  
20 bullet point about written communications with borrowers,  
21 including template forms, etc. So the next bullet point that  
22 would appear would be "Update its Website," etc.

23 MS. KONANOVA: Okay.

24 THE COURT: If we go to the bottom of page 7,  
25 obviously someone can bring a lawsuit as a pro-se litigant and

1 does not need to hire an attorney. So in the last paragraph  
2 that begins: "However, you will still have the right to file  
3 an individual lawsuit," the next sentence should be revised to  
4 read: "You may retain your own attorney." Strike the word  
5 "should."

6 MS. KONANOVA: Yes.

7 THE COURT: On page 9, you'll revise that to include  
8 just one address.

9 MS. KONANOVA: Yes.

10 THE COURT: If we go to page 10, the section that  
11 describes the final approval hearing, I do not think we should  
12 assume that we will be back in the courthouse. It will be a  
13 conference conducted I expect through videoconference or by  
14 telephone.

15 And that affects the description in the second  
16 paragraph. I think that paragraph can also indicate that the  
17 Court will enter an order describing the means through which  
18 you may listen to the conference.

19 MS. KONANOVA: Got it.

20 THE COURT: That same substantive change applies to  
21 the last paragraph in Section 15. So there's a sentence: "You  
22 should check the website for updates to the hearing date."  
23 Insert: "The means by which you may listen to the conference,"  
24 etc.

25 MS. KONANOVA: Okay.

1 THE COURT: Section 16, you should strike the second  
2 and third sentences that begin: "However, you are welcome" and  
3 "you may also pay your own lawyer to attend" since there won't  
4 be any need for travel in connection with the hearing.

5 I want to make sure to discuss the issue about  
6 payments to the named plaintiffs as well before we end this  
7 conference.

8 Is there anything about the long-form notice,  
9 Ms. Simonsen or Ms. Konanova, that we should discuss before we  
10 move to the next topic?

11 MS. SIMONSEN: This is Ms. Simonsen. I don't think  
12 so, your Honor. And we appreciate your thoughtful edits to  
13 that notice. Thank you.

14 MS. KONANOVA: Your Honor, no further questions about  
15 the long-form notice. Thank you for that.

16 There was one point that we had discussed with Navient  
17 this morning that is related to notice that I might raise right  
18 now.

19 And that is, in preparing for this dissemination of  
20 notice, we caught an ambiguity in the settlement provision,  
21 VI.A.2, concerning how Navient will search for borrowers to  
22 whom to send notice. The provision provides that Navient will  
23 search for borrowers whose correspondence histories reference  
24 PSLF-related terms through the effective date.

25 We are realizing that the effective date will

1 necessarily occur after the notice date. So we were hoping  
2 that we could amend that to instead say: "Through the  
3 preliminary approval date." So Navient will conduct those  
4 searches on the correspondence histories through the  
5 preliminary approval date.

6 THE COURT: That makes sense. That's fine with me.

7 MS. SIMONSEN: Thank you, your Honor.

8 THE COURT: Let's talk about the turnaround time for  
9 the draft of the notice. Obviously I want counsel to look at  
10 the short-form notice as well in light of changes to the  
11 long-form notice and see if any changes need to be made in  
12 order to make them conform with one another.

13 How long, Ms. Konanova, would you like?

14 MS. KONANOVA: Your Honor, I think we can return very  
15 quickly all of the edits that were adjusted. I think it made  
16 sense. I think we can do it just within a day or two.

17 THE COURT: Okay. So why don't we say that by Friday  
18 I should expect a turnaround of documents. So my current  
19 expectation is that I would be giving preliminary approval on  
20 Monday, if all goes well. Okay?

21 MS. KONANOVA: Understood, your Honor. We can  
22 certainly do that.

23 We can file them by letter?

24 THE COURT: Yes. On ECF. Yes. That would be just  
25 fine.

1           Let me talk a little bit about the payments for the  
2 individual plaintiffs. The record before me doesn't give much  
3 detail about the burden of this litigation on the individual  
4 plaintiffs.

5           It describes in paragraph 14 of your declaration,  
6 Ms. Konanova, that they spent dozens of hours -- I don't know  
7 if that's collectively or individual -- and produced just over  
8 6,000 documents during the course of this litigation.

9           So I'm going to allow a supplemental submission to be  
10 made. But let me just explain the context in which I'm going  
11 to be looking at that supplemental submission.

12           Named plaintiffs obviously have a very obvious  
13 responsibility to absent class members. They stand in the  
14 shoes of absent class members. And if they oppose a  
15 settlement, it essentially can't go forward. If they approve a  
16 settlement, that is something that should be given weight by  
17 the Court but only to the extent that they really do stand in  
18 the shoes of the absent class members. And here they don't.

19           It's proposed that each of them get a substantial sum  
20 of money. No absent class member is getting any money from  
21 this settlement. So there is a conflict that these named  
22 plaintiffs have with the class. They're going to benefit  
23 monetarily in a way that no class member does, at least as of  
24 the time this settlement is approved.

25           Other class members are going to have to litigate

1 separately and succeed or not in those individual actions. So  
2 I think that the named plaintiffs should be compensated for the  
3 work associated with representing the class, which is very  
4 serious work and important work.

5 And the kinds of things that I think deserve  
6 reimbursement are a loss of any pay if someone had to take off  
7 time from work and it wasn't reimbursed; if there were travel  
8 expenses associated with meetings with counsel or participation  
9 in the litigation; if there was participation in a deposition,  
10 which I don't believe there was here, perhaps compensation for  
11 the hours to prepare and participate in that.

12 I could imagine a burden of collecting documents, if  
13 there are a number of hours, but at a reasonable rate. It  
14 would have to be a significant burden of time, not an hour or  
15 two. But if it took a week of activity to collect documents --  
16 and it doesn't sound like it did here -- but I could imagine  
17 that being fairly compensable.

18 Now, it's possible also that each of these named  
19 plaintiffs had a viable claim for damages against the defendant  
20 and, if they brought their own individual actions, they felt  
21 they had a strong claim to bring against Navient for  
22 reimbursement and damages in one shape or another. I don't  
23 have any facts that would support that.

24 So I'm not going to make a final decision. I don't  
25 need to. This is just a preliminary approval stage. But based

1 on the submission now before me, I will deny any payment to the  
2 named plaintiffs. And I wanted to give plaintiffs' counsel an  
3 opportunity to supplement that submission when it comes time  
4 for the final approval.

5 Ms. Konanova, did you have questions you wanted to put  
6 to me about that?

7 MS. KONANOVA: Well, your Honor, I would just like to  
8 add that I think our plan always was to put in a motion for  
9 fees and incentive awards in which we would make the record  
10 that your Honor is describing.

11 We didn't put that into the preliminary approval  
12 motion because, as your Honor said, we didn't believe this was  
13 the time to make a final decision on that. But we certainly  
14 are glad to supplement the record.

15 I can tell you a little bit now about the amount of  
16 time that these folks have spent, over two years effectively  
17 helping us construct this case. This case, which really  
18 concerns their personal financial history, is very different  
19 from a case in which a named plaintiff might talk about their  
20 experience buying a shampoo bottle or something.

21 So this was a very time-intensive effort that they've  
22 engaged with us over the last years, and we're thankful. And  
23 we're happy to put that in a more fulsome record before you.

24 Would you like us to do that within a certain period  
25 of time or at any point before the final approval hearing?

1 THE COURT: No. When you make your application for  
2 final approval, that's fine. I just wanted to make sure that  
3 you're aware of the lens through which I'd be reading any  
4 application.

5 MS. KONANOVA: I appreciate that, your Honor. We do  
6 have case law. I think we cited it briefly in our opening  
7 papers. But we can certainly go into further detail of recent  
8 cases approving awards of the exact same amount, \$15,000, based  
9 on very similar efforts put forward by the class  
10 representatives.

11 We do believe we have a good foundation both in the  
12 facts and the law to support these awards, and we look forward  
13 to making that record for you.

14 THE COURT: Okay. Thank you.

15 Ms. Konanova, is there anything else that we need to  
16 do from your point of view at today's conference?

17 MS. KONANOVA: Not unless you have any other  
18 questions, your Honor. We should be all set on our end.

19 THE COURT: Okay. Ms. Simonsen, anything else that  
20 you think we should do?

21 MS. SIMONSEN: Nothing further from me, your Honor.  
22 Thank you very much.

23 THE COURT: Okay. Thank you all, counsel. Stay safe.  
24 Be well.